

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION II

IN THE MATTER OF:

Bayonne Barrel & Drum Superfund Site
Newark, New Jersey

AGREEMENT FOR RECOVERY OF
PAST RESPONSE COSTS

Akzo Nobel Coatings, Inc. (for Reliance Universal), Alumax Mill Products, Inc. (on behalf of Howmet Aluminum Corporation), BASF Corporation, Borden Chemical, Inc., Chemical Waste Management, Inc. (as successor to SCA Chemical Services, Inc.), Chevron Environmental Management Company for itself and on behalf of Kewanee Industries, Inc. (for Colonial Printing Ink, Inc., U.S. Printing Ink, Inc., Onyx Chemical Company and Copygraphics), Conopco, Inc. (as successor to CPC International, Inc. and d/b/a Ragu Foods, Inc., Chesebrough Pond's, Inc., and Lever Brothers Company), D.A. Stuart Oil Company, E.I. du Pont de Nemours and Company, Engelhard Corporation, Ford Motor Company, General Motors Corporation, Hoffman-La Roche Corporation, Honeywell International, Inc., ICI Americas Inc., Johnson & Johnson (for Personal Care Products Group, Inc.), Kurz-Hastings, Inc., Millennium Petrochemicals, Inc. (for U.S. Industrial Chemicals, PL), Minnesota Mining & Mfg. Co. (a/k/a 3M Company), National Starch & Chemical Co., Nestlé USA, Inc. (for Buitoni Foods), PPG Industries, Inc., PRC-DeSoto International, Inc. (f/k/a Products Research & Chemical Corporation), Pharmacia Corporation (f/k/a Monsanto Company), Reckitt Benckiser, Inc. (for Airwick Industries, Inc.), Reichhold, Inc., Rexam Beverage Can Company/MRC Holdings, Inc. (on behalf of American Can Co.), Sequa Corporation/ Sun Chemical Corporation, Solvent Recovery Services of New Jersey, Inc., Technical Coatings Co., The Sherwin-Williams Company, The Valspar Corporation (for Lilly Industries, Inc.), Tuscan/Lehigh Dairies, Inc. (f/k/a Tuscan Lehigh Dairies, L.P.), U.S. Plastic Lumber Corporation (o/b/o its former division, S&W Waste, Inc.), Volkswagen of America, Inc., Whittaker Corporation, and Zeneca, Inc. (for Converter's Ink Company),

U.S. EPA Region II
CERCLA Docket No. 02-2004-2023

Proceeding Under Section 122(h) of the
Comprehensive Environmental Response,
Compensation, and Liability Act, as
amended, 42 U.S.C. § 9622(h)

Settling Parties.



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I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. This Agreement is also entered into under the authority of the Attorney General of the United States to compromise and settle claims of the United States.

2. This Agreement is made and entered into by EPA, and the thirty-seven (37) parties listed in Appendix C ("Settling Parties"). Each Settling Party consents to and will not contest EPA's authority to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Bayonne Barrel & Drum Superfund Site ("Site") located at 150-154 Raymond Boulevard in Newark, Essex County, New Jersey. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. The Site was operated by Bayonne Barrel & Drum Co. as a metal barrel and drum reconditioning facility from the early 1940's until the early 1980's. In July 1994, EPA commenced a removal action at the Site.

5. Certain waste materials identified at the Site, including but not limited to polychlorinated biphenyls ("PCBs"), dioxin and lead, are hazardous substances as defined by CERCLA Section 101(14), 42 U.S.C. § 9601(14). PCBs and dioxins are defined as hazardous substances by regulations found at 40 C.F.R. § 302.4, table 302.4. Also, the ash and soil at the Site exhibit the characteristic of toxicity for lead and cadmium according to RCRA § 3001, as defined in 40 C.F.R. § 261.24, and therefore are hazardous substances.

6. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake response actions in the future. Response activities undertaken at the Site to date include, but are not limited to:

- * Site security was established, fencing repaired and additional fencing and gates erected;
- * three-hundred fifty seven (357) drums in building No. 2 were removed, over packed, sampled and transported from the Site for disposal;
- * sixty (60) cubic yards of ash in building No. 2 were removed, sampled, secured in roll-offs and transported from the Site for disposal;
- * six (6) pits, uncovered after the removal of the drums and ash from building No. 2, were excavated and the material secured in roll-offs, sampled and transported from the Site for disposal;

- * seven (7) tanks were sampled and analyzed, and the contents of four tanks containing fourteen-thousand five-hundred gallons of liquid hazardous wastes were removed and transported from the Site for disposal;

- * six (6) furnace area soil samples were collected and submitted for organics, metals and dioxin analysis;

- * twenty-one (21) ash pile samples were collected, composited and submitted for organics, metals and dioxin analysis, two (2) ash piles containing elevated dioxin concentrations were removed and transported from the Site for disposal;

- * six (6) exterior ash piles were covered to prevent exposure to the elements and direct access/physical contact;

- * seven hundred seven (707) tons of whole and scrap tires were removed from the Site for recycling;

- * two (2) gas cylinders were removed from the Site;

- * thirty-eight thousand, three hundred ninety-nine (38,399) steel drums were inspected, shredded and transported from the Site for recycling, generating six-hundred and thirty-nine (639) tons of scrap steel;

- * two thousand, one hundred (2,100) gallons of liquid hazardous wastes were removed from drums from the "empty" drum piles, tested to determine their hazard category, bulked, sampled and transported from the Site for disposal;

- * approximately sixty (60) drums containing residual amounts of cyanide liquids were treated on-site;

- * eight thousand, one hundred twenty (8,120) poly drums and liners were removed from the Site and disposed of;

- * seven-hundred and one (701) drums of hazardous wastes were tested to determine their hazard category, screened for PCBs, bulked, sampled and transported from the Site for disposal; and

- * groundwater monitoring wells were installed and sampled.

7. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. As of January 31, 2003, EPA had incurred \$2,986,500 in costs.

8. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of

CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

9. On July 1, 2003, the Settling Parties entered into a Site Participation Agreement pursuant to which certain Settling Parties (the "Cash-Out Parties") made payments to other Settling Parties (the "Performing Parties"), and the Performing Parties, among other things, agreed to indemnify the Cash-Out Parties for EPA's Past Response Costs. Payments made by the Cash-Out Parties will be used by the Performing Parties to fund their obligations to EPA with respect to the Site, including to perform response actions and to make payments required by this Agreement.

10. On December 22, 2003, EPA and the Performing Parties entered into an Administrative Order on Consent for a Removal Action, Docket No. CERCLA-02-2004-2006, pursuant to which the Performing Parties have committed to perform certain removal activities. The Settling Parties also intend to enter into a binding agreement with EPA, either an administrative order on consent or a consent decree, at EPA's discretion (the "Final Agreement"), to perform additional removal activities at the Site as approved by EPA, and a separate agreement with the New Jersey Department of Environmental Protection ("NJDEP").

11. EPA and Settling Parties recognize that this Agreement has been negotiated in good faith and that this Agreement is being entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

12. This Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns, except that, where specified, certain provisions of this Agreement shall be binding only upon EPA and upon Performing Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

13. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Cash-Out Parties" shall mean those parties identified in Appendix A.

d. "Day" shall mean a calendar day. "Business day" shall mean a day other than a Saturday, Sunday or federal holiday. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "NJDEP" shall mean the New Jersey Department of Environmental Protection and any successor departments, agencies or instrumentalities of the State of New Jersey.

h. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

i. "Parties" shall mean EPA and Settling Parties.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through January 31, 2003, plus accrued Interest on all such costs through such date.

k. "Performing Parties" shall mean those parties identified in Appendix B.

l. "RCRA" shall mean the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6972, *et seq.*

m. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

n. "Settling Parties" shall mean those parties identified in Appendix C.

o. "Site" shall mean the Bayonne Barrel & Drum Superfund Site, located at 150-154 Raymond Boulevard in Newark, New Jersey, a parcel of property of approximately 15 acres

also known as Block 5002, Lots 3, 5, 14 and 16 on the Tax Map of the City of Newark, and the areal extent of the contamination from the property, including any properties to which hazardous substances have migrated or threaten to migrate. The Site is depicted generally on the map attached as Appendix D.

p. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

14. Within 30 days of the effective date of this Agreement, Performing Parties shall pay to EPA \$500,000, plus an additional sum for Interest on that amount calculated from January 31, 2003 through the date of payment.

15. On or before January 31, 2005 ("Second Payment Date"), Performing Parties shall pay to EPA \$300,000, plus an additional sum for Interest on that amount calculated from January 31, 2003 through the Second Payment Date.

16. Within 540 days of the effective date of this Agreement ("Final Payment Date"), Performing Parties shall pay to EPA \$2,186,500 minus an orphan share credit (the "Final Payment"). The orphan share credit shall be 25 percent of the sum of:

(i) the actual cost of the removal activities identified on Appendix E that the Performing Parties have performed pursuant to Administrative Order on Consent Docket No. CERCLA-02-2004-2006; and

(ii) the estimated cost of the response actions (as that term is defined in CERCLA and the National Contingency Plan, 40 C.F.R. Part 300) that Settling Parties have committed to perform as of the Final Payment Date pursuant to the Final Agreement;

provided, however, that: (a) if the Settling Parties have not been able to obtain the approval of NJDEP by the Final Payment Date, and therefore have not executed the Final Agreement, EPA may, in its discretion, extend the Final Payment Date; b) the determination of the amount of the Final Payment shall be made by EPA in its unreviewable discretion; and c) the orphan share credit shall under no circumstances exceed \$2,186,500. Performing Parties shall pay an additional sum for Interest on the Final Payment amount calculated from January 31, 2003 through the date of payment.

17. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures. To effect this payment via EFT, Settling Parties shall instruct their bank to remit payment via EFT to EPA's account with Mellon Bank, providing their bank with the following information:

- i. Amount of payment
- ii. Title of Mellon Bank account to receive payment: **EPA**
- iii. Account code for Mellon Bank account receiving the payment: **9108544**
- iv. Mellon Bank ABA routing Number: **043000261**
- v. Name of remitter
- vi. Site/spill identifier: **029J**

18. At the time of payment, Performing Parties shall also send notice that payment has been made to EPA in accordance with Section XII (Notices and Submissions). Such notice shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID Number 02-9J and the EPA docket number for this action.

19. The total amount to be paid pursuant to Paragraphs 14 and 15, and Paragraph 16 (if any), shall be deposited in the Bayonne Barrel & Drum Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH AGREEMENT

20. Interest on Late Payments. If the Performing Parties fail to make the payments required by Paragraphs 14, 15, and 16 by the required due dates, Interest shall continue to accrue on the unpaid balances through the date of payment.

21. Stipulated Penalty.

a. If any amounts due to EPA under Paragraphs 14, 15 and 16 are not paid by the required date, Performing Parties shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 20, the following penalties per violation per day that such payment is late:

<u>Penalty Per Violation</u>	<u>Period of Noncompliance</u>
<u>Per Day</u>	
\$500	1 st through 14 th day
\$1,000	15 th day and beyond

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. Payment shall be made to EPA, for deposit in the EPA Hazardous Substance Superfund, by EFT as described above in Paragraph 17.

c. At the time of each payment, Performing Parties shall also send notice that payment has been made to EPA in accordance with Section XII (Notices and Submissions). Such

notice shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID Number 02-9J and the EPA docket number for this action.

d. Following EPA's determination that Performing Parties have failed to comply with a requirement of this Order, EPA may give Performing Parties written notification of the failure and describe the noncompliance, and may send Performing Parties a written demand for payment of the penalties. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Performing Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

22. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with the requirements of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

23. The obligations of Performing Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Performing Parties to make the payments required under this Agreement, the remaining Performing Parties shall be responsible for such payments.

24. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of all or any portion of the stipulated penalties that have accrued pursuant to this Agreement. Payment of stipulated penalties shall not excuse Performing Parties from payment as required by Section V or from performance of any other requirements of this Agreement.

VII. COVENANT NOT TO SUE BY EPA

25. Covenant Not to Sue by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

26. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 25. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

27. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

28. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at or in connection with the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs, except to the extent that

the United States may be a "covered person" with respect to the Site under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

29. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

30. Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

31. The waiver in Paragraph 30 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

32. Except as provided in Paragraphs 28 and 30, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. Except as provided in Paragraphs 28 and 30, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating

in any way to the Site against any person not a Party hereto.

33. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

34. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

35. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

36. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII.

XI. RETENTION OF RECORDS

37. Until 10 years after the effective date of this Agreement, each Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate document retention policy to the contrary.

38. At the conclusion of this document retention period, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by

EPA, Settling Parties shall make available to EPA any such records or documents and shall deliver to EPA such records or documents as EPA may request, at no cost to EPA. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

39. Each Settling Party hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, except as listed in Appendix F to this Order it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. NOTICES AND SUBMISSIONS

40. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

As to EPA:

United States Environmental Protection Agency
Emergency and Remedial Response Division
Removal Action Branch
2890 Woodbridge Avenue
Bldg. 209 (MS-211)
Edison, NJ 08837
Attention: Joseph Cosentino, On-Scene Coordinator

and

Sarah P. Flanagan, Esq.
Assistant Regional Counsel
New Jersey Superfund Branch
Office of Regional Counsel
United States Environmental Protection Agency
290 Broadway, 17th Floor
New York, New York 10007-1866

with a copy to:

Donna Vizian
Chief, Financial Management Branch
U.S. Environmental Protection Agency
Region II
290 Broadway, 29th Floor
New York, NY 10007-1866

As to Settling Parties:

William H. Hyatt, Jr., Esq.
Kirkpatrick & Lockhart LLP
One Newark Center
Tenth Floor
Newark, New Jersey 07102

XIII. INTEGRATION/APPENDICES

41. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: Appendix A is a complete list of the Cash-Out Parties; Appendix B is a complete list of the Performing Parties; Appendix C is a complete list of the Settling Parties; Appendix D is the map of the Site; Appendix E is the list of removal activities to be included in one element of EPA's determination of the amount by which the Settling Parties' Final Payment will be reduced, in accordance with Section V; Appendix F is the list of documents excepted from Paragraph 39.

XIV. PUBLIC COMMENT

42. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

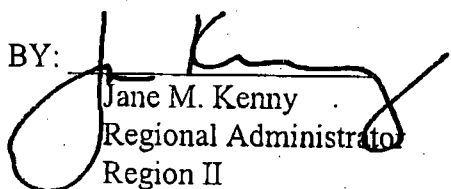
XV. ATTORNEY GENERAL APPROVAL

43. The Attorney General or his designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVI. EFFECTIVE DATE

44. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 42 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

BY: 
Jane M. Kenny
Regional Administrator
Region II

U.S. Environmental Protection Agency

DATE: August 24, 2004

EFFECTIVE DATE: 1/14/2005

BAYONNE BARREL

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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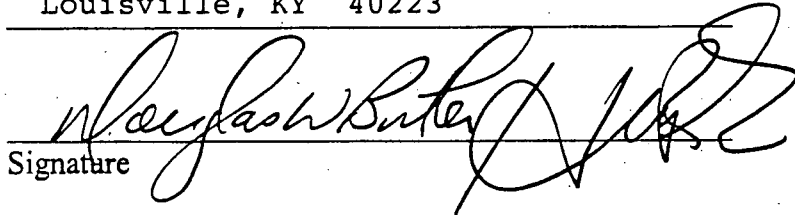
Akzo Nobel Coatings Inc.

Name of Settling Party

2031 Nelson Miller Parkway

Address of Settling Party

Louisville, KY 40223


Signature

Douglas W. Butler/Terrance R. Francek

Printed Name of Signatory

Senior Environmental Affairs Mgr./V.P. Finance
Title of Signatory

12 July 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

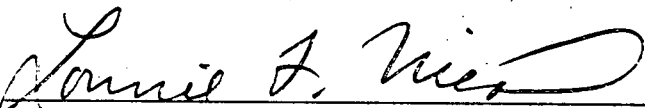
The signatory identified below certifies that he or she is fully authorized to represent the Settling Party in this matter, to agree to the terms and conditions of this Agreement on behalf of the Settling Party and to bind Settling Party to all of the terms and conditions of this Agreement. Settling Party agrees to enter into this Agreement and to be bound by its terms.

Alumax Mill Products, Inc. (on behalf of Howmet Aluminum Corporation)

Name of Settling Party

201 Isabella Street
Pittsburgh, PA 15212

Address of Settling Party



Signature

Lonnie F. Nicol

Printed Name of Signatory

Vice President

Title of Signatory

July 15, 2004

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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BASF CORPORATION

Name of Settling Party

3000 Continental Drive - North
Mt. Olive, NJ 07828-1234

Address of Settling Party

Nan Bernardo

Signature

Nan Bernardo

Printed Name of Signatory

Environmental Counsel

Title of Signatory

July 14, 2004

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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BORDEN CHEMICAL, INC
Name of Settling Party

180 E. BROAD ST.
Address of Settling Party

COLUMBUS, OHIO 43215

C. Richard Springer
Signature

C. RICHARD SPRINGER
Printed Name of Signatory

DIRECTOR - EHHS
Title of Signatory

7-12-04
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Chemical Waste Management, Inc., as successor to SCA Chemical Services, Inc.
Name of Settling Party

4 Liberty Lane West, Hampton, NH 03842
Address of Settling Party

Stephen T. Joyce
Signature

Stephen T. Joyce
Printed Name of Signatory

Director-CSMG
Title of Signatory

July 21, 2004
Date

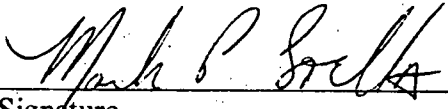
Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Chevron Environmental Management Co. for itself and on behalf of
Keweenaw Industries, Inc. for (Colonial Printing Ink, Inc., U.S. Printing
Name of Settling Party Ink, Inc., Onyx Chemical Company
and Copygraphics).

6001 Bollinger Canyon Road
Address of Settling Party
K-2056

San Ramon, CA 94583


Signature

MARK P. STELLA
Printed Name of Signatory

Superfund Specialist
Title of Signatory

12, July 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

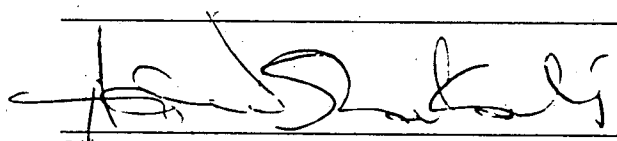
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Conopco, Inc. (as successor to CPC International, Inc. and
d/b/a Ragu Foods, Inc., Cheesebrough Pond's, Inc., and
Lever Brothers Company)

Name of Settling Party

700 Sylvan Avenue
Englewood Cliffs, NJ 07632

Address of Settling Party


Signature

Andrew Shakalis
Printed Name of Signatory

Associate General Counsel - Environmental & Safety as in-house
counsel acting on behalf of Conopco Inc. (as successor to
CPC International, Inc. and Ragu Foods, Inc., Cheesebrough Pond's, Inc.
and Lever Brothers Company)
Title of Signatory

7/21/04
Date


Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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D. A. Stuart Oil Company
Name of Settling Party

4580 Weaver Parkway
Address of Settling Party
Warrenville, IL 60555

Signature


Eugene Carline
Printed Name of Signatory

Vice President - Manufacturing
Title of Signatory

2-20-04
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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E.I. du Pont de Nemours and Company
E. I. du Pont de Nemours and Company

Legal Department, Room D7082

100 Market Street

Address

Wilmington, DE 19898

Bernard J. Reilly
Signature

Bernard J. Reilly
Bernard Reilly

Corporate Counsel
Title of Signatory

AUG 3, 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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ENGELHARD CORPORATION

Name of Settling Party

101 WOOD AVENUE

Address of Settling Party

P.O. BOX 770

ISELIN, NJ 08830-0770

Scott W. Clearwater

Signature

SCOTT W. CLEARWATER

Printed Name of Signatory

DIRECTOR, ENVIRONMENT, HEALTH & SAFETY

Title of Signatory

July 13, 2004

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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FORD MOTOR COMPANY

Name of Settling Party

c/o Kathy J. Hofer

Suite 1500 PTW

Address of Settling Party

Three Parklane Blvd.

Dearborn, MI 48126

Signature


Thomas J. DeZure
Assistant Secretary

Printed Name of Signatory

Title of Signatory

Date

July 15, 2004

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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General Motors Corporation
Name of Settling Party

300 Renaissance Center
Mail Code 482-C24-D24
Detroit, MI 48243
Address of Settling Party

Michelle T. Fisher
Signature

Michelle T. Fisher
Printed Name of Signatory

GM Attorney
Title of Signatory

July 20, 2004
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of U.S. EPA Region II CERCLA Docket No. 02-2004-2023, relating to the Bayonne Barrel & Drum Superfund Site, City of Newark, Essex County, New Jersey.

FOR SETTLING PARTY: HOFFMANN-LA ROCHE INC.

[Name]
340 KINGSLAND STREET, NUTLEY, N.J.
[Address]

By: [Signature]

JULY 21, 2004

[Name]
FREDERICK C. KENTZ III
VICE PRESIDENT

[Date]

Apprv'd As to form
LAW DEPT.

By: [Signature]

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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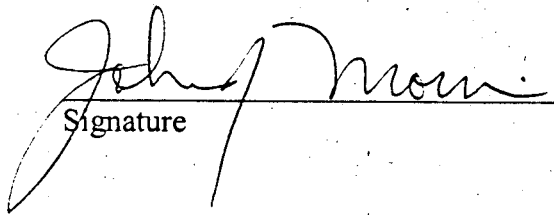
Honeywell International, Inc.

Name of Settling Party

101 Columbia Road

Morristown, NJ 07962

Address of Settling Party


Signature

John J. Morris

Printed Name of Signatory

Remediation Portfolio Director

Title of Signatory

August 9, 2004

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Name of Settling Party

ICI AMERICAS INC.

Address of Settling Party

10 Finderne Avenue

Bridgewater, New Jersey 08807

Signature

SAMUEL E. MALOVRH

Printed Name of Signatory

Vice President
Safety, Health & Environment

Title of Signatory

July 13, 2004

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Personal Products Company division of McNeil-PPC, Inc.
Name of Settling Party

Johnson + Johnson
Address of Settling Party
One Johnson + Johnson Plaza
New Brunswick, NJ 08933

Kathy A. Meisel
Signature

Kathryn A. Meisel
Printed Name of Signatory

Assistant Secretary, PPC
Title of Signatory

July 14, 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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KURZ-HASTINGS, INC.

Name of Settling Party

10901 DUTTON ROAD

Address of Settling Party

PHILADELPHIA, PA 19154

Signature

David H. Shipman

Printed Name of Signatory

VICE PRESIDENT

Title of Signatory

8/11/04

Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of U.S. EPA Region II CERCLA Docket No. 02-2004-2023, relating to the Bayonne Barrel & Drum Superfund Site, City of Newark, Essex County, New Jersey.

FOR SETTLING PARTY: Millennium Petrochemicals Inc.
[Name]
20 Wight Ave. Hunt Valley, MD 21030
[Address]
By: Michael S. Siano 7/19/04
[Name] [Date]

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

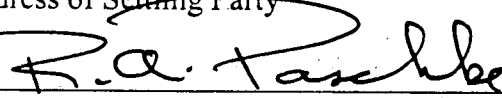
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3M Company (f/k/a Minnesota Mining and Manufacturing Company)
Name of Settling Party

3M Center

St. Paul, MN 55144-1000

Attn: Environmental Lawyer
Address of Settling Party


Signature

Robert A. Paschke
Printed Name of Signatory

Manager, Corporate Environmental Programs
Title of Signatory

22 July, 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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National Starch & Chemical Co.
Name of Settling Party (Div. of Indopco, Inc.)

10 Findern Ave.
Address of Settling Party

Bridgewater, NJ 08807

Alexander M. Samson, Jr.
Signature

ALEXANDER M. SAMSON, JR
Printed Name of Signatory

Counsel
Title of Signatory

7/18/04
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Nestlé USA, Inc. (for Buitoni Foods)

Name of Settling Party

Address of Settling Party:

800 N. Brand Blvd.
Glendale, CA 91203

Noelia M. Colon

Signature

Noelia Marti-Colon

Printed Name of Signatory

Senior Counsel

Title of Signatory

7/19/04

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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PPG Industries, Inc.
Name of Settling Party

One PPG Place
Address of Settling Party
Pittsburgh PA

Maex E. Terrell
Signature

Maex E. Terrell
Printed Name of Signatory

Global Manager, Remediation
Title of Signatory

7/21/04
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

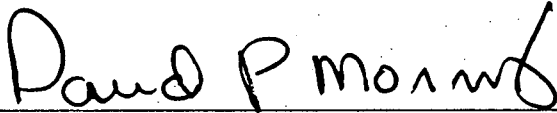
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PRC-DeSoto International, Inc.

Name of Settling Party

P.O. Box 1800
Glendale, CA 91209-1800

Address of Settling Party



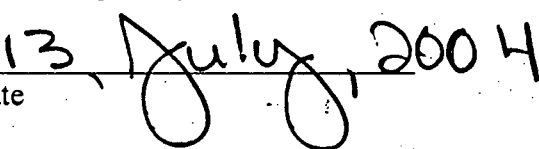
Signature

David P. Morris

Printed Name of Signatory

President and C.E.O.

Title of Signatory


Date

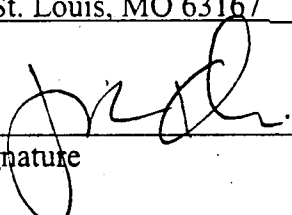
Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Pharmacia Corporation (f.k.a. Monsanto Company)
Name of Settling Party

c/o Monsanto Company (Attorney-in-Fact for Pharmacia Corporation)
Address of Settling Party
800 North Lindberg Blvd

St. Louis, MO 63167


Signature

Jeffrey R. Klieve
Printed Name of Signatory

Director, Environmental Affairs,
Monsanto Company, Attorney-in-Fact for Pharmacia Corporation
Title of Signatory

7/16/04
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Reckitt Benckiser, Inc. (for Airwick Industries, Inc.)
Name of Settling Party

Morris Corporate Center IV
Address of Settling Party
399 Interpace Parkway
Parsippany, New Jersey 07054-0225

WR Mordan
Signature

William R. Mordan
Printed Name of Signatory

Vice President & General Counsel
Title of Signatory

July 13, 2004
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of U.S. EPA Region II CERCLA Docket No. 02-2004-2023, relating to the Bayonne Barrel & Drum Superfund Site, City of Newark, Essex County, New Jersey.

FOR SETTLING PARTY: REICHHOLD, INC.

[Name]
2400 Ellis Road, P.O. Box 13582
Durham, NC 27703
[Address]

By:

David P. Flynn
[Name]

7/30/04

[Date]

DAVID P. FLYNN

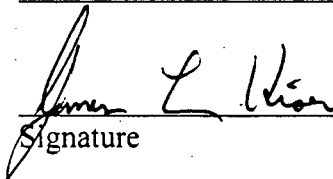
Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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REXAM BEVERAGE CAN COMPANY (on behalf of American Can Co.)
Name of Settling Party

Address of Settling Party
4201 CONGRESS STREET, STE 340

CHARLOTTE, NORTH CAROLINA 28209

 Corporate Counsel and Assistant Secretary, Rexam Inc.
Signature

James L. Hiser
Printed Name of Signatory

Corporate Counsel and Assistant Secretary, Rexam Inc.
Title of Signatory

7-19-2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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MRC Holdings, Inc. (on behalf of American Can Co.)
Name of Settling Party

300 St. Paul Place
Address of Settling Party

Baltimore, Maryland 21201

Ellen T. O'Brien
Signature

Ellen T. O'Brien
Printed Name of Signatory

Senior Vice President
Title of Signatory


July 12, 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No: 02-2004-2023

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Sequa Corporation
Name of Settling Party

3 University Plaza, Hackensack, NJ 07601
Address of Settling Party


Signature

Leonard P. Pasculli, Esq.
Printed Name of Signatory

Sr. Associate General Counsel
Title of Signatory

July 19, 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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The Solvents Recovery Service of New Jersey, Inc.
Name of Settling Party

Address of Settling Party

5400 Legacy Drive

Cluster II, Building 3

Plano, Texas 75024

Signature

Virgil W. Duffie, III
Printed Name of Signatory

Vice President and Assistant Secretary
Title of Signatory

Date

7/15/04

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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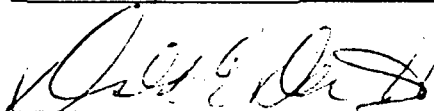
TECHNICAL COATINGS CO.

Name of Settling Party

Address of Settling Party

51 Chestnut Ridge Road

Montvale, NJ 07645



Signature

Donald E. Devine, II

Printed Name of Signatory

Vice President and Treasurer

Title of Signatory

July 13, 2004

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

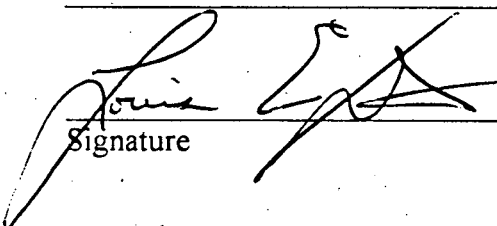
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The Sherwin-Williams Company

Name of Settling Party

101 Prospect Avenue, N.W.
Cleveland, OH 44115

Address of Settling Party



Signature

Louis E. Stellato

Printed Name of Signatory

Vice President, General Counsel and Secretary

Title of Signatory

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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The Valspar Corporation (for Lilly Industries, Inc.)
Name of Settling Party

1101 S. Third St., Box 1461
Address of Settling Party
Mpls., MN 55415

Ronda Bayer, Associate General Counsel
Signature

Ronda Bayer
Printed Name of Signatory

Associate General Counsel
Title of Signatory


7/13/04
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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Tuscan/Lehigh Dairies, Inc., f/k/a Tuscan/Lehigh Dairies, L.P.
Name of Settling Party

c/o Dean Foods Company
Address of Settling Party
2515 McKinney Avenue, Suite 1200
Dallas, TX 75201


Signature

Edward Herman
Printed Name of Signatory

Authorized Signatory
Title of Signatory

July 15, 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

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U.S. Plastic Lumber Corporation
(o/b/o its former division, S&W Waste, Inc.)

Name of Settling Party

2300 Glades Road

Address of Settling Party

Suite 440 West

Boca Raton, Florida 33431


Signature

MICHAEL D. SCHMIDT
Printed Name of Signatory

CHIEF FINANCIAL OFFICER
Title of Signatory

JULY 16, 2004
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

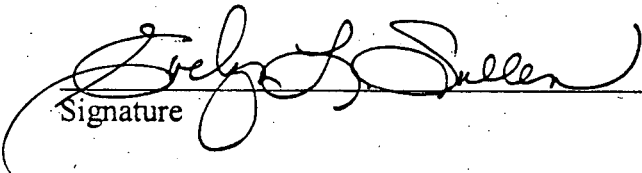
The signatory identified below certifies that he or she is fully authorized to represent the Settling Party in this matter, to agree to the terms and conditions of this Agreement on behalf of the Settling Party and to bind Settling Party to all of the terms and conditions of this Agreement. Settling Party agrees to enter into this Agreement and to be bound by its terms.

VOLKSWAGEN OF AMERICA, INC.

Name of Settling Party

3800 Hamlin Road
Auburn Hills, MI 48326

Address of Settling Party


Signature

Evelyn L. Sullen

Printed Name of Signatory

Attorney

Title of Signatory

July 23, 2004

Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

The signatory identified below certifies that he or she is fully authorized to represent the Settling Party in this matter, to agree to the terms and conditions of this Agreement on behalf of the Settling Party and to bind Settling Party to all of the terms and conditions of this Agreement. Settling Party agrees to enter into this Agreement and to be bound by its terms.

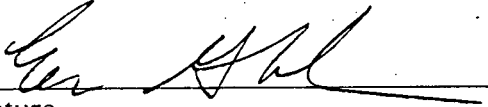
Whittaker Corporation

Name of Settling Party

1955 N. Surveyor Avenue

Address of Settling Party

Simi Valley, California 93063


Signature

Eric G. Lardiere

Printed Name of Signatory

Vice President, Secretary & General Counsel

Title of Signatory

July 27, 2004

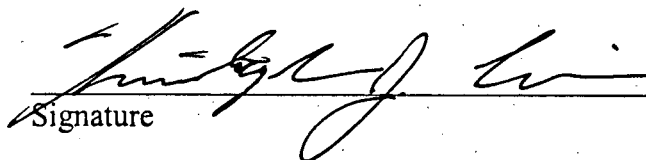
Date

Agreement for Recovery of Past Response Costs
U.S. Environmental Agency, Region II
CERCLA Docket No. 02-2004-2023

The signatory identified below certifies that he or she is fully authorized to represent the Settling Party in this matter, to agree to the terms and conditions of this Agreement on behalf of the Settling Party and to bind Settling Party to all of the terms and conditions of this Agreement. Settling Party agrees to enter into this Agreement and to be bound by its terms.

Zeneca, Inc (for Converter's Ink Company)
Name of Settling Party

1800 Concord Pike
Address of Settling Party
Wilmington, DE 19850-5437


Signature

Kristopher J. Cori
Printed Name of Signatory

Attorney for Zeneca, Inc.
Title of Signatory

7/28/04
Date

APPENDIX A

Cash-Out Parties

1. Alumax Mill Products, Inc. (on behalf of Howmet Aluminum Corporation)
2. Borden Chemical, Inc.
3. Chemical Waste Management, Inc. (as successor to SCA Chemical Services, Inc.)
4. Conopco, Inc. (as successor to CPC International, Inc. and d/b/a Ragu Foods, Inc., Chesebrough Pond's, Inc. and Lever Brothers Company)
5. D. A. Stuart Oil Company
6. Engelhard Corporation
7. Ford Motor Company
8. General Motors Corporation
9. Honeywell International, Inc.
10. ICI Americas Inc.
11. Millennium Petrochemicals, Inc. (for U.S. Industrial Chemicals, PL)
12. Nestlé U.S.A., Inc. (for Buitoni Foods)
13. PPG Industries, Inc.
14. PRC-DeSoto International, Inc. (f/k/a Products Research and Chemical Corporation)
15. Reckitt Benckiser, Inc. (for Airwick Industries, Inc.)
16. Reichhold, Inc.
17. Rexam Beverage Can Company/MRC Holdings Co. (on behalf of American Can Co.)
18. Sequa Corporation/Sun Chemical Corporation
19. Solvent Recovery Services of New Jersey, Inc.
20. Technical Coatings Co.
21. The Sherwin-Williams Company
22. The Valspar Corporation (for Lilly Industries, Inc.)
23. Tuscan/Lehigh Dairies, Inc. (f/k/a Tuscan Lehigh Dairies, L.P.)
24. U.S. Plastic Lumber Corporation (o/b/o its former division, S & W Waste, Inc.)
25. Volkswagen of America, Inc.
26. Whittaker Corporation

APPENDIX B

Performing Parties

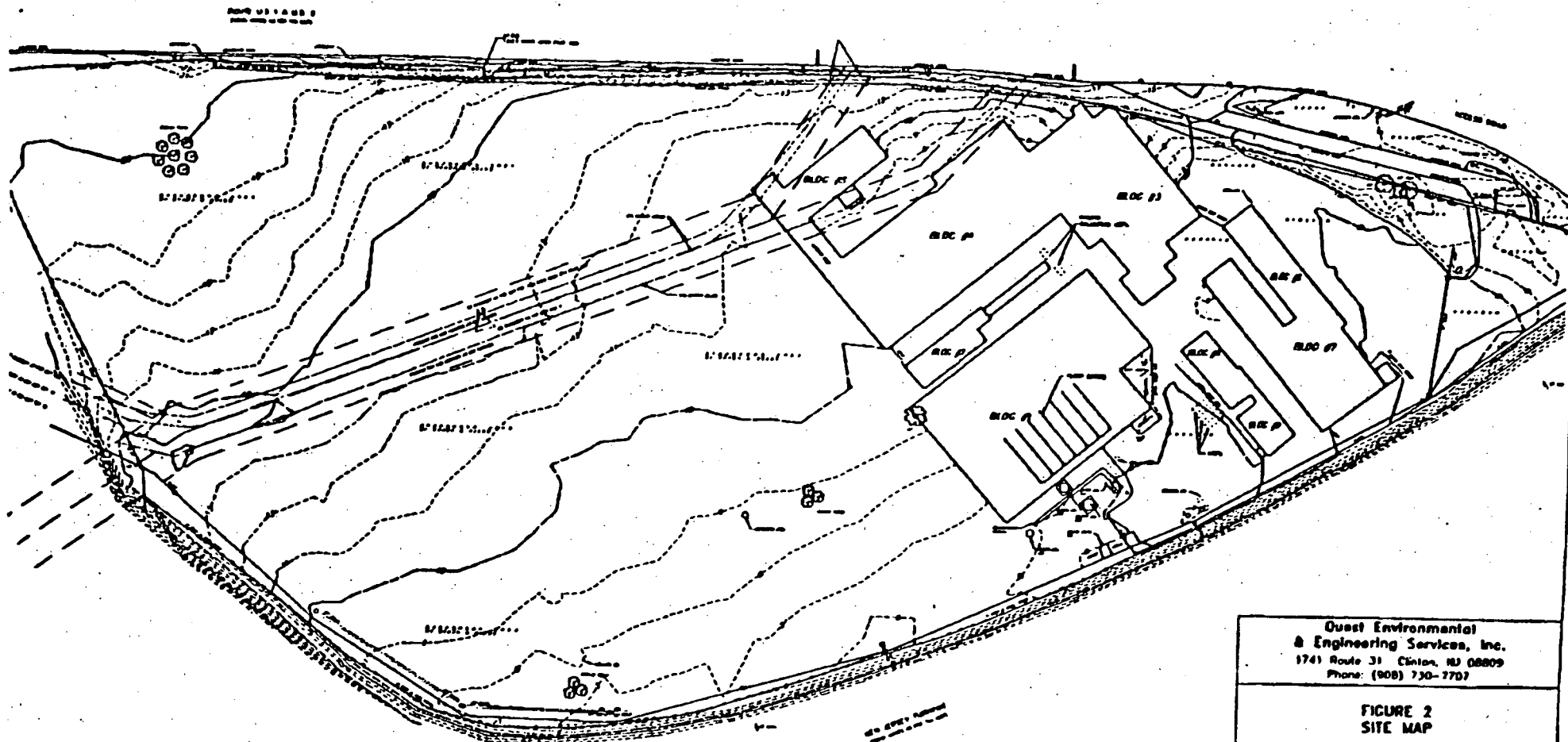
1. Akzo Nobel Coatings, Inc. (for Reliance Universal)
2. BASF Corporation
3. Chevron Environmental Company for itself and on behalf of Kewanee Industries, Inc. (for Colonial Printing Ink, Inc., U.S. Printing Ink, Inc., Onyx Chemical Company and Copygraphics)
4. E.I. du Pont de Nemours and Company
5. Hoffman-La Roche Corporation
6. Johnson & Johnson (for Personal Care Products Group, Inc.)
7. Kurz-Hastings, Inc.
8. Minnesota Mining & Mfg. Co. (a/k/a 3M Company)
9. Pharmacia Corporation (f/k/a Monsanto Company)
10. National Starch & Chemical Co.
11. Zeneca, Inc. (for Converter's Ink Company)

APPENDIX C

Settling Parties

All parties that appear in Appendixes A and B

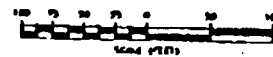
APPENDIX D



Quest Environmental
& Engineering Services, Inc.
1741 Route 31 Clinton, NJ 08809
Phone: (908) 730-7707

**FIGURE 2
SITE MAP**

PREPARED FOR
BAYVIEW BARREL & DRUM SITE
NEWARK, NEW JERSEY



DATE	TIME & DATE	SCALE	PROJECT NO.	SHEET NO.
12/30/02	1:00 PM	1" = 100'	000-022	8

APPENDIX E

Removal activities pursuant to Administrative Order on Consent, Docket No. CERCLA-02-2004-2006 to be included in calculation for determining the amount of the Final Payment (see Paragraph 16(i)):

- Removal of all liquids, solids and sludges from all above- and below-ground tanks and the oil/water separator located in the wastewater treatment area;
- Removal, cleaning and off-site disposal of all above- and below-ground tanks, the ash-collection tanks, and the oil/water separator, and all associated structures and above-ground plumbing and piping;
- Characterization and, if practicable, off-site disposal of approximately 300 cubic yards of PCB-contaminated waste piles;
- Repair, replacement and maintenance of perimeter fencing and gates;
- Inspection of, and sampling and abatement of asbestos in on-site structures,
- Demolition of all on-site structures and associated structures;
- Sampling of all potentially contaminated demolition debris to determine appropriate disposal options, and disposal of all demolition debris at appropriate off-site disposal facilities.

APPENDIX F

Documents Excepted from Paragraph 39

1. Prior drafts of documents for which a last draft (document never made final) or final copy still exists;
2. Duplicates of documents maintained in other files;
3. Original documents, copies of which are now maintained only on microfilm, microfiche, CD-ROM disc, or by other similar information archiving methods; or
4. Original documents previously stored on archiving methods identified in 3 above, for which the microfilm, microfiche, etc. no longer exists, but from which hard copies printed from the microfilm, microfiche, etc. do exist.